

CHAPTER 1 - AUTHORITY, RESPONSIBILITY, AND CONDUCT

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CHAPTER 1 - AUTHORITY, RESPONSIBILITY, AND CONDUCT

Part 1.1. Purpose and Scope

1.1.1. Purpose Judiciary Procurement Program Procedures(*JP3*) is an operations manual containing a fully integrated set of specific and detailed procedures to be used as a reference document by judiciary procurement personnel. The *JP3* is one of four procurement sources that provide procurement guidance to the judiciary. The other sources are the *Guide to Judiciary Policies and Procedures, Volume I, Chapter 8* (*Guide*), Procurement Manuals, and Procurement Bulletins. See Part A of the *Guide* for additional information on the relationship of the *JP3*, the *Guide*, Procurement Manuals, and Procurement Bulletins.

1.1.2. Scope The procedures established herein do not create any right or benefit, substantive or procedural, enforceable by a party against the judiciary or the United States or their officers or employees.

Part 1.2. Authority and Responsibility

1.2.1. Authority This manual is authorized pursuant to Titles 28 U.S.C. § 602(d), 28 U.S.C. § 604(a), and 28 U.S.C. § 604(d)(4), which grant authority to the Director of the Administrative Office to procure or delegate procurement, and to prepare and distribute a procurement manual with periodic revisions.

1.2.2. Responsibility for Procurement Policy The Director of the Administrative Office of the U.S. Courts has delegated the responsibility for procurement policy to the Assistant Director for the Office of Internal Services (OIS), who has re-delegated it to the Procurement Executive (PE), Procurement Management Division (PMD).

1.2.3. Waivers/Deviations This manual standardizes the manner in which products and services are procured in the judiciary. Any deviation from the instructions contained herein must first be supported by a waiver signed by the PE.

Part 1.3. Organization of JP3

1.3.1. Publication of JP3 The *JP3* is issued and maintained by the Administrative Office of the U.S. Courts (AO), Procurement Management Division (PMD), Policy and Court Liaison Branch (PCLB).

1.3.2. Availability The *JP3* may be accessed on the J-Net:
(<http://jnet.ao.dcn/adminservices/procur/dectrees/indexjp3.htm>)

1.3.3. Arrangement and Numbering The *JP3* is divided into numbered chapters, parts, and sections, with appendices identified alphabetically.

- (1) **References** to the *JP3* are by chapter, part, and/or section, or appendix, followed by paragraphs. For example: 1.5.1.b.(1) is found in Chapter 1, Part 5,

Section 1, Subsection b, Number (1); and 2.1.2. is found in Chapter 2, Part 1, Section 2.

- (2) **Uniform Contract Format** The required format for solicitation of offers for products and services and contract awards is located in *JP3* Appendix A (except solicitations and awards using small purchase procedures).
- (3) **Solicitation Provisions and Contract Clauses** All provisions and clauses referenced in this manual are located in *JP3* Appendix B.

1.3.4. *JP3* Change Request Format

- a. **Proposed *JP3* Change** Anyone may propose changes to the *JP3*. Proposed changes may be submitted via email to the Policy and Court Liaison Branch (OIS/PMD/PCLB) (email AOHUBPO, Procurement Help Desk). Use format at c. of this section when submitting change requests.
- b. **Disposition of Change Request** Originators of change requests are provided an explanation of the disposition of the recommended change.
- c. **Proposed *JP3* Change Format** The following must be included:
 - (1) *JP3* procedure(s) for which the proposed change is sought:

Chapter #	Part #	Section#	Title
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 - (2) a statement of the proposed change (new wording);
 - (3) an explanation why the change is necessary or desirable;
 - (4) a discussion of the effect of the change on the judiciary in terms of cost and personnel resources;
 - (5) a list of other documents, if any, that will be affected by the proposed change;
 - (6) a reference, if applicable, to related procedures or experiences of others in the judiciary or others in non-judiciary agencies or organizations; and
 - (7) Submitted by: _____ Date submitted: _____
- d. **Issuance of Changes** Proposed changes will be presented for comment to the PE. Final changes to the *JP3* will be distributed via the J-Net <http://jnet.ao.dcn/adminservices/procur/dectrees/indexjp3.htm> Changes to the *JP3* are numbered as a change with the fiscal year and a change number (i.e. Change 2004-01). The month and year of the change is also noted (i.e. August 2004). Changes are distributed through a Procurement Bulletin. The effective date of any change is the date the Procurement Bulletin is announced in a broadcast bulletin. The electronic version of *JP3* is updated with the change. An archive section on the procurement webpage contains earlier versions of *JP3* at: <http://jnet.ao.dcn/adminservices/procur/dectrees/jp3-archive.htm> and other procurement guidance documents issued since January 2003. The earlier versions are placed in the archive section on the procurement webpage. Each document's effective time frame is specified on each cover page.

Part 1.4. Procurement Integrity and Ethics

1.4.1. The Procurement Integrity Act (Public Law 104-106, 41 U.S.C. § 423)

- a. See Part D of the *Guide*, Volume 1, Chapter 8 for information on the application of the Procurement Integrity Act to the judiciary.
- b. A person who is a present or former official of the United States, or a person who (1) is acting or has acted for or on behalf of, or who is advising or has advised the United States with respect to, a federal agency procurement; and (2) by virtue of that office, employment, or relationship has or had access to contractor offer information or source selection information, must not, other than as provided by law, knowingly disclose contractor offer information or source selection information before the award of a procurement to which the information relates.
- c. **Non-disclosure of proprietary and source selection information** As specified in the *Guide* (Volume 1, Chapter 8, Part D), this Act prohibits judiciary employees, former judiciary employees, and persons who are acting or have acted on behalf of the judiciary from disclosing contractor offer information and source selection information. Source selection information includes documents which contain references to, directly cite, or paraphrase proprietary or source selection information. The contracting officer (CO) or any other individual who prepares, creates or controls, source selection information, or derivative documents must:
 - (1) ensure documents are marked so as to:
 - (a) identify the procurement; and
 - (b) identify the offeror and describe its interest in the procurement.
 - (2) provide physical security for documents in the office environment during and after duty hours; and
 - (3) ensure security of interoffice mailing or dissemination of documents.
- d. **Non-federal employment contacts** The Act requires federal agency employees (including procurement officers) to report any non-federal employment contacts by an offeror in a procurement which is in excess of \$100,000. The employee must either release or reject the offer of employment or disqualify oneself from further participation in the procurement. These contacts are to be reported to:
 - (1) their immediate supervisor;
 - (2) the PE; and
 - (3) OGC in the AO.
- e. **Compensation ban** The Act also prohibits certain personnel from accepting compensation from the contractor within one year if the contract exceeds ten million dollars (see *Guide* Part D.6.D. and E). Compensation is a payment or reimbursement, whether monetary or otherwise.
- f. In instances not clearly defined or not covered by the above, judiciary employees are to seek an ethics advisory opinion from OGC.
- g. All employees are to conduct all dealings with potential offerors and contractors in such a manner that no actual occurrence of, or appearance of, favoritism or competitive advantage is given to one business over another in dealing with the judiciary.

1.4.2. Conflicts of Interest**a. Organizational and Consultant Conflicts of Interest**

- (1) When procuring products and services, there is a potential for an organizational or consultant conflict of interest. Such a situation may occur when:
 - (a) a contractor is unable, or potentially unable, to provide unbiased impartial assistance or advice to the judiciary because of conflicting roles; or
 - (b) a contractor has an unfair competitive advantage for a procurement award.
- (2) Such potential conflicts of interest are not limited to any particular type of procurement, but are more likely to occur when involving the following:
 - (a) management support services;
 - (b) consultant services;
 - (c) assistance with technical evaluations; or
 - (d) systems engineering and technical direction.

b. Identification of Potential Conflicts of Interest As part of procurement planning, COs must attempt to identify potential conflicts of interest so that they may be avoided or mitigated. The following examples illustrate situations in which questions concerning potential conflicts of interest may arise:

- (1) *Unequal access to information* - access to internal judiciary business information as part of the performance of a contract that could provide the contractor a competitive advantage in a later competition for another judiciary contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information.
- (2) *Competitive advantage* - the contractor, under a prior or existing contract, participates in defining or preparing the requirements or documents that are involved in a subsequent procurement where the contractor may be a competitor. This includes, but is not limited to, defining the requirements, preparing an alternatives analysis, drafting the statement of work or specifications, or developing the evaluation criteria.
- (3) *Impaired objectivity* - the contractor is required to assess or evaluate products or services produced or performed by the contractor or one of its business divisions, subsidiaries, or affiliates, or any entity with which it has a significant financial relationship. The contractor's ability to render impartial advice could appear to be undermined by the contractor's financial or other business relationship with the entity being evaluated.

When a potential conflict is foreseen, the CO must request assistance from the PE, who will consult OGC, to determine how to avoid the conflict.

c. Disqualified Offer and Offer Rejection Occasionally, a situation occurs, where it does not become apparent until offers are received that participation by a particular offeror may lead to a conflict of interest and/or unfair competitive advantage. In that case, the offeror may be disqualified and its offer rejected. Any such determination must be reduced to a written analysis of the proposed course of action. Actions in this area must be in consultation with the PE, who will consult with OGC.**d. Clauses** The following clauses are included in all solicitations and contracts for services.

- (1) Clause 1-1, "Employment by the Government;"
- (2) Clause 1-5, "Conflict of Interest."

1.4.3. Standards of Conduct

- a. Judiciary employees are held to the highest standards of conduct in the performance of their duties and must conduct themselves so as to avoid even the appearance of any impropriety. For information concerning conduct refer to:
 - (1) Volume 2, *Guide to Judiciary Policies and Procedures*, Chapter 1, *Code of Conduct for United States Judges* and Chapter 2, *Codes of Conduct for Judicial Personnel*;
 - (2) Volume 1, Chapter 8, *Guide to Judiciary Policies and Procedures*, Part D, *Policy Governing Implementation of the Procurement Integrity Act*; and
 - (3) *Human Resources Manual*, Chapter I, *Personnel Principles and Policies*, Subchapter B, *Code of Conduct for Administrative Office Employees* (Administrative Office only).
- b. In addition, a CO must not knowingly award a procurement to:
 - (1) a relative;
 - (2) a judiciary employee; nor
 - (3) a business concern (or other organization) owned or substantially owned or controlled by one or more relatives of judiciary employees.

If a compelling reason exists for such an award, full information must be provided to the PE, for consideration of an approved written exception.

1.4.4. Gratuities or Gifts

- a. **Gifts to the Judiciary** Federal government entities may accept gifts only if statutorily authorized to do so. For the judicial branch that authority is vested in the Director of the Administrative Office under 28 U.S.C., Section 604(a)(17). The Director may accept gifts or bequests of personal property for the purpose of aiding or facilitating the work of the Judicial Branch of Government. Any gifts of money must be deposited in the Treasury as Miscellaneous Receipts. Judicial officers and employees of the courts have no authority to accept gifts on behalf of the judiciary.
- b. **Personal Gifts**
 - (1) The Judicial Conference of the United States, and the *Guide* (Volume 2, Chapter 6, Part G.), has defined a gift as:
 - (a) any gratuity;
 - (b) entertainment;
 - (c) forbearance;
 - (d) bequest;
 - (e) favor;
 - (f) the gratuitous element of a loan; or
 - (g) other similar item having monetary value.
 - (2) A gift does not include:
 - (a) modest items of food and refreshments, such as soft drinks, coffee and donuts, offered for present consumption and not as part of a meal;

- (b) greeting cards and items with little intrinsic value, such as plaques, certificates, and trophies, which are intended solely for presentation; nor
- (c) rewards and prizes given to competitors in contests or events, including random drawings, that are open to the public.

c. Prohibitions and Exceptions

Even the appearance of impropriety could be damaging to the judiciary. Therefore, the following prohibitions must be avoided and the exceptions must be monitored.

- (1) **Prohibitions** A judicial employee must not solicit a gift from any person who is seeking official action from or doing business with the courts or from any other person whose interests may be substantially affected by the performance or nonperformance of the employee's official duties. Nor may any gift be accepted by an employee in return for being influenced in the performance of an official act.
- (2) **Exceptions** The gift regulations permit a judicial employee (other than a judge or a member of a judge's personal staff) to receive a gift, other than cash or investment interests, having an aggregate market value of \$50 or less per occasion, provided that the aggregate market value of individual gifts received from any one person or source does not exceed \$100 in a calendar year. However, this exception does not apply if the donor has sought or is seeking to do business with the court or other entity served by the judicial employee.

d. If there is evidence that an unlawful gratuity or gift was offered or given by a contractor to a judiciary officer or employee, the CO must make two determinations.

- (1) The first is to take appropriate actions under the specific procurement.
- (2) The second is to determine whether debarment proceedings under *JP3* 3.3.3., are appropriate. The PE also may recommend disciplinary action against the employee, as appropriate.

e. Clause All solicitations and contracts exceeding the judiciary's small purchase threshold must include Clause 1-10, Gratuities or Gifts. The clause provides for possible termination of the procurement for default upon a finding by the PE that a contractor (or the contractor's agent or representative) offered or gave a gratuity or gift to a judiciary officer or employee intended to obtain a procurement or favorable treatment under a procurement. Any termination decision must be approved in writing by the PE, who will coordinate with OGC.

Part 1.5. Ratification

1.5.1. Ratification

- a.** A ratification is the act of approving an unauthorized commitment by an official who has the authority to do so. The approval of an unauthorized commitment or act results in the act being given effect as if originally authorized. It is not a desirable method of procurement, because it is not in accordance with the judiciary's policies and procedures, and may result in punitive action against the person(s) who committed the unauthorized act. The CO is the only judiciary employee who is delegated procurement authority to legally commit the judiciary to a procurement. An unauthorized commitment is an agreement that is not binding on the judiciary solely because the

employee who made it lacked the appropriate procurement authority. An official who has the authority to approve, adopt, or confirm the commitment may authorize a ratification.

b. Procedures Upon the identification of an unauthorized commitment, the following actions must be taken:

- (1) The CO must instruct the contractor, orally and in writing, to stop all work immediately.
- (2) The person who committed the unauthorized act or a point of contact from the requesting office (program office/user) and the CO shall prepare a memorandum to the file containing the following information (also see form AO-370):
 - (a) the amount of the unauthorized commitment and the name of the contractor.
 - (b) a statement of facts concerning the unauthorized commitment, including:
 - 1) what procurement procedures were followed and why normal procurement procedures were not followed;
 - 2) the identity of the person(s) who made the unauthorized commitment;
 - 3) how the contractor was selected;
 - 4) a list of other sources considered, if any;
 - 5) a detailed description of the products or services ordered;
 - 6) verification that the products or services satisfy a bona fide need of the judiciary (see Exhibit 1-1);
 - 7) whether price was discussed and the estimated or agreed-upon price, if one resulted from discussions;
 - 8) whether or not the products or services have been received and/or accepted or the current status of delivery or performance;
 - 9) whether funds were available for the unauthorized commitment at the time the purchase was made; and
 - 10) any invoices or requests for payment received from the contractor, and any other pertinent documents relating to the unauthorized commitment.
 - (c) A statement indicating corrective action taken to preclude a recurrence of similar unauthorized commitments in the future.

c. Ratification of the Procurement Action An unauthorized commitment may be ratified if all of the following criteria are met:

- (1) the judiciary has obtained or will obtain a benefit resulting from the performance of the unauthorized commitment, and/or the products or services have been provided to and accepted by the judiciary;
- (2) the CO had the appropriate delegated procurement authority to enter into a contractual commitment at the time the unauthorized commitment was made and still has the authority to do so. Or for unauthorized actions exceeding the CO's delegated procurement authority, the PE could have granted authority to enter into such a contractual commitment. The court unit or federal public defender organization (FPDO) must contact PMD for assistance in making this determination;

- (3) the resulting procurement would have been proper and would have met all legal requirements, if it had been made by a CO with the appropriate level of delegated procurement authority;
- (4) an individual who possesses the requisite procurement authority determines the price is fair and reasonable; and,
- (5) funds are available and were available at the time the unauthorized commitment was made. Funds paid must be from the year in which the unauthorized commitment occurred, irrespective of when the ratification is accomplished.

d. If the procurement is found to have been appropriate in accordance with paragraph **c.** above, then the authorizing official may authorize the ratification and/or take other actions (i.e. punitive).

- (1) *Ratification actions within the CO's delegated procurement authority* The CO must submit ratification actions and the applicable documentation to the appropriate authorizing official (chief judge, FPD, or at the AO, the PE or the Director) for a written and signed authorization. After obtaining the signed authorization, the CO may ratify the unauthorized action (see **e.** below).
- (2) *Ratification actions in excess of the CO's delegated procurement authority* The CO must submit ratification actions to the appropriate authorizing official (chief judge, FPD, or at the AO, the PE or the Director).
 - (a) If the action falls within the court unit's or FPDO's delegation authority, then the authorizing official or PLO (if delegated) will provide a one time delegation to the CO to ratify the unauthorized action or assign it to a CO with the appropriate authority.
 - (b) If the action does not fall within the court unit's or FPDO's delegation authority, the CO will then submit to the PE the ratification documentation and the signed authorization. The PE will review the documents and, if appropriate, provide a one time delegation authority for the CO to ratify the action.

After obtaining the one time delegation authority and the signed authorization, the CO may ratify the unauthorized action (see **e.** below).

e. If the ratification is ultimately approved in writing, the CO must prepare and execute procurement documents equivalent to those that must have been prepared had the requirement been properly executed initially. The date of the action must be the current date, but the effective date must be the date of the unauthorized commitment. The following must be noted on each such procurement document: "This *[fill in purchase order, delivery order, task order, contract, or modification]* ratifies an unauthorized commitment made on *[date]*." All ratification documents must be placed in the contracting file.

f. Non-ratifiable Commitments Not all actions can be ratified, such as those that are prohibited by law or otherwise improper. Examples include leasing space or construction services without an appropriate delegation of procurement authority from GSA, improper sole source procurements which lack legal sufficiency, expenditures which are not proper under fiscal law, or procurements which include improper terms and conditions. If this occurs, the CO must contact the PE first for assistance, then the PE will consult with OGC.

g. Reporting Requirement The chief judge or FPD shall submit a report (see Exhibit 1-2) to the PE in the AO each month listing each request received for ratification of an

unauthorized procurement with the final disposition of each request. Reporting is not required during months with no ratification requests. The report shall include the following information:

- (1) name of court unit or FPDO;
- (2) unauthorized commitment value;
- (3) name of contractor;
- (4) description of products or services;
- (5) date ordered;
- (6) whether or not the unauthorized commitment was ratified; and
- (7) rationale for ratification/non-ratification.

1.6. Release of Information

1.6.1. Release of Procurement Documents to the Public

- a. **The Freedom of Information Act** does not apply to the judiciary. However, as a matter of policy, and to the extent not inconsistent with other policies governing the judiciary, documents relating to the procurement process, including awarded contracts, that would be released under FOIA will be released by the judiciary, upon request.
- b. **Awarded Contracts** will generally be released, including the successful offer, to the extent the offer is incorporated by reference into the contract, including the disclosure of fixed unit prices. However, trade secret information, and confidential or commercial information will **not** be released.
- c. **Internal documents** such as memos, correspondence, source selection plans, offer evaluations, including individual score sheets, deliberations of technical and source selection officials, etc. may be deemed interagency or intra-agency memoranda which will not be disclosed. These documents may be released only after the CO consults with the appropriate requesting office and only if disclosure would not inhibit communication or otherwise compromise the procurement process with regard to the subject of the request, as well as other ongoing procurements.
- d. **Release of Information** Since requests for documents, most particularly pricing information, often involve complex issues requiring knowledge of court rulings, statutes, and other issues, COs are cautioned to seek the guidance of the PE, who will consult with OGC, before disclosing documents which could be considered confidential, commercial, or trade secret information under FOIA or the Trade Secrets Act, or involve any other questions about release of information.
- e. **Unsuccessful Proposal.** Under this policy, any information contained in an unsuccessful proposal must not be disclosed under any circumstances.
- f. **Options** When the procurement includes options, only the pricing for an exercised option may be disclosed.
- g. **Debriefing** For information concerning what information may be disclosed during a debriefing of unsuccessful offerors see 3.5.20., Award Debriefing.
- h. **Clause** All solicitations and contracts must include Clause 1-15, "Disclosure of Contractor Information to the Public."

Exhibit 1-1

Budget Considerations

The following information is not procurement policy. However, these budget rules and issues need to be considered during planning.

The Bona Fide Needs Rule

- a. The CO may only award procurements if the judiciary has a bona fide need for the product or service. The *bona fide needs rule* is a fundamental principle of appropriations law and is statutorily based in 31 U.S.C. § 1502(a), 31 U.S.C. § 1341(a), and 41 U.S.C. § 11. It provides that a fiscal year appropriation may be obligated only to meet a legitimate or bona fide need arising in the fiscal year for which the appropriation was made. There are restrictions on purchases with appropriated and decentralized funds. The following page contains an outline of restrictions on purchases with appropriated and decentralized funds.
- b. The bona fide needs rule does not prevent maintaining a legitimate inventory at reasonable levels, the “need” being reasonable to maintain the inventory level so as to avoid disruption of operations.
- c. The bona fide needs rule does not apply to “no year funds” (e.g., Judiciary Information Technology (JIT) funds). However, in accordance with judiciary policy, all JIT funds are treated as fiscal year funds.
- d. Procurements of products or services that cross fiscal years require further analysis. The PE, who will consult with OGC, or the Budget Division must be contacted for guidance.

Restrictions on Purchases with Appropriated and Decentralized Funds

- a. In general, items must not be purchased with appropriated funds that:
 - (1) are not consistent with the statutory purpose of the judiciary’s appropriation;
 - (2) might constitute or give the appearance of waste or abuse;
 - (3) may reflect negatively on the judiciary; or
 - (4) are prohibited by law.
- b. Items must not be purchased with decentralized funds for which:
 - (1) a general authorization has been established; or
 - (2) a separate specific appropriation exists.

The lists which follow must not be construed as all-inclusive.

- c. The following items may not be purchased with appropriated funds:
 - (1) valuable art work that exceed cost ceilings in the *Guide to Judiciary Policies and Procedures* Volume 1, Chapter 5, Part C.5.I..1. and 2.;
 - (2) framing of personal items, such as family portraits, diplomas, certificates, etc.;
 - (3) restoration of personally-owned historical art work or documents;
 - (4) maintenance and care of live plants;

- (5) antiques¹, regardless of price and circumstances;
Questions on items (1)-(5) above must be referred to the Office of Facilities and Security, Space and Facilities Division at 202-502-1340.
- (6) musical instruments;
- (7) general party decorations;
- (8) greeting cards/holiday cards;
- (9) individual membership fees and dues (for example, annual state bar association dues for a judge);
- (10) alcohol;
Questions on items (6)-(10) above must be referred to the Office of Finance and Budget at 202-502-2000.
- (11) judicial robes;
Questions on item (11) above must be referred to the Office of Judges Programs, Article III Judges Division at 202-502-1860, Bankruptcy Judges Division at 202-502-1900, or Magistrate Judges Division at 202-502-1830.
- (12) showers for individual use;
Questions on item (12) above must be referred to the Office of General Counsel at 202-502-1100
- (13) personal use accommodations, such as eyeglasses, hearing aids, for persons with disabilities;
Questions on item (13) above must be referred to the Employee Relations Office at 202-502-1380.
- (14) Individual Internet access accounts.
Questions on item (14) above must be referred to the Office of Information Technology at 202-502-2300. For federal public defender organizations (FPDOs) and Community Defender Organizations (CDOs) contact Jeff Flax at 303-294-7002.

d. Purchase of the following items with appropriated funds is generally prohibited, with limited exceptions:

- (1) draperies, except for offices eligible for executive furniture (see U.S. Courts Design Guide);
- (2) purchase of any authorized furniture and furnishing items that exceed cost ceilings in the *Guide to Judiciary Policies and Procedures* unless:
 - (a) for court units - the purchase is approved in writing by circuit judicial council, and the excess is paid with local funds.
 - (b) for FPDOs an exception and written approval is coordinated through the Office of Defender Services;
- (3) decorative personal furnishings;

¹"Antique" refers to something declared of high, significant, exceptional or extraordinary value, without regard to its actual chronological age.

- (4) commercial cable television, unless determined that it is necessary to the mission of the judiciary and the information is not available from any other source at the court;
- (5) heating/cooling/air filters and similar type units for individual employee's use;
Questions on items (1)-(5) above must be referred to the Office of Facilities and Security, Space and Facilities Division at 202-502-1340.
- (6) telephone installation in residences (see IRM Bulletin 2001-02);
Questions on item (6) above must be referred to the Office of Information Technology, IT Infrastructure Management Division at 202-502-2640.
- (7) bottled water, except:
 - (a) in cases where there is no available drinking water in the building or the available water is not potable (as determined from a chemical analysis of the water, arranged by GSA); or,
 - (b) as authorized by the refreshment policy. (Bottled water is permissible for jurors but must be charged to "Fees of Jurors . . ." account.)
Questions on item (7)(a) above must be referred to the Office of Facilities and Security, Space and Facilities Division at 202-502-1340.
Questions on item (7)(b) above must be addressed to the Office of Finance and Budget at 202-502-2000.
- (8) meals for employees at duty station except as authorized in the judiciary travel regulations;
- (9) insurance (Note: judges, court managers, and FPDOs may obtain professional liability insurance as authorized pursuant to judicial conference policy);
- (10) gifts/promotional items/souvenirs for non-employees;
- (11) (a) gifts for court unit employees, unless given from a recognized court employee award program;
- (b) gifts for employees of federal public defender organizations;
- (12) refreshments, except as authorized by the refreshment policy;
- (13) photographs of government employees, unless taken at official meetings and functions to accomplish judiciary purpose, but not to provide as free copies to those photographed as mementos;
- (14) clothing/personal property/special equipment for employees;
Questions on items (8)-(14) above must be referred to the Office of Finance and Budget at 202-502-2000. Questions on item (12) for FPDOs must be directed to the Office of Defender Services.
- (15) court reporter equipment and supplies, including postage;
- (16) contract court interpreter services for civil cases (unless it is for a defendant in a civil case initiated by the United States);
Questions on items (15)-(16) above must be referred to the Office of Court Administration, District Court Administration Division at 202-502-1570.

e. Purchases Prohibited with Decentralized Funds²

Court units cannot spend decentralized funds on items for which a general authorization has been established, or for which a separate specific appropriation exists. Information on the general authorizations can be found on the J-Net in the *Allotment Guidelines* Section 10, General Authorizations under the finance section. These items include:

- (1) professional liability insurance;
- (2) travel of judges and chambers staff³;
- (3) salaries for positions that are centrally funded, such as *pro se* law clerks, death penalty law clerks, chambers staff;
- (4) training and training-related travel of judges and chambers staff;

Questions on items (1)-(4) above must be referred to the Office of Finance and Budget at 202-502-2000.

- (5) contract court interpreters for defendants in proceedings initiated by the United States;
- (6) psychiatrist or psychologist (court-ordered pre-sentence services);
- (7) transcripts;
- (8) jury-related fees (district court only);

Questions on items (5)-(8) above must be referred to the Office of Court Administration, District Court Administration Division at 202-502-1570 or, as appropriate, the Bankruptcy Court Administrative Division at (202) 502-1540.

- (9) security systems and equipment requirements which are funded through the Court Security Appropriation (x-ray machines, duress alarms, magnometers, surveillance cameras and other security related equipment).

Questions on item (9) above must be referred to the Office of Facilities and Security, Court Security Office at 202-502-1280.

²This section does not apply to FPDOs.

³Court-related travel to judicial sittings and authorized meetings by judges and travel to judicial settings by court chambers staff, is to be paid from the general authorization for this purpose and not from decentralized funds allotted to local courts. The chief judge has authority to approve certain travel for purposes other than judicial sittings or authorized meetings by judges, subject to certain limitations. (See *Guide to Judiciary Policies and Procedures*, Volume 3, Section C, Chapter 5, Exhibit A)

Exhibit 1-2
UNAUTHORIZED PROCUREMENT ACTIONS REPORT
[COURT NAME]
[DATE]

Unauthorized Commitment Amount	Contractor's Name	Description of Products or Services Ordered	Date Ordered	Unauthorized Commitment Ratified? Y/N	Rationale for Ratification/Non- ratification